

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO**

NATIONAL ENCLOSURE COMPANY,)
LLC,)
)
Plaintiff,)
)
vs.) CASE NO:
)
HISCOX, INC. and CERTAIN)
UNDERWRITERS AT LLOYDS,)
LONDON, SUBSCRIBING TO POLICY)
NO. UNS2516200.11,)
)
Defendants.)
_____)

NOTICE OF REMOVAL

NOW INTO COURT, through undersigned counsel, comes Defendants, Hiscox, Inc. and Certain Underwriters at Lloyd's, London, Subscribing to Policy No. UNS2516200.11, and give notice of removal of the above-captioned matter from the Court of Common Pleas, Cuyahoga County, Ohio, where it is currently pending, to the United States District Court for the Northern District of Ohio, pursuant to 28 U.S.C. §§ 1332 and 1441 *et. seq.* Defendants file this Notice without waiving any defenses that may exist in their favor in state or federal court. In support of this removal, Defendants allege as follows:

1. Plaintiff National Enclosure Company, LLC ("NEC") commenced this action by filing a Complaint for Declaratory Judgment and Breach of Contract in the Court of Common Pleas, Cuyahoga County, Ohio, entitled *National Enclosure Company, LLC v. Hiscox, Inc. and Certain Underwriters at Lloyd's, London Subscribing to Policy No. UNS2516200.11* (the "Complaint") bearing Case No. CV 17 885483. (A copy of the Complaint, including Summons, proof of service, and all associated exhibits, are attached hereto as Exhibit 1).

2. This Notice of Removal of the case to the United States District Court is timely filed, as it is filed no more than thirty (30) days after the Defendants were served with the Complaint, in accordance with 28 U.S.C. §§ 1441 *et. seq.* and Federal Rule of Civil Procedure 6(a)(1)(c).

3. This Court has subject-matter jurisdiction over the action pursuant to 28 U.S.C. § 1332. There is diversity jurisdiction because all parties are diverse and the amount in controversy exceeds \$75,000.

Complete Diversity Exists Between the Parties

4. Plaintiff National Enclosure Company is a limited liability company organized under the laws of the State of Michigan, with its principal place of business in Ypsilanti, Michigan. (Ex. 1, ¶ 4). Accordingly, Plaintiff is a citizen of Michigan for purposes of diversity jurisdiction.

5. Defendant Hiscox, Inc. is the sole capital provider, or “name,” for Lloyd’s Syndicate No. 3624 and is the sole subscribing Lloyd’s Underwriter to Policy No. UNS2516200.11. Defendant Hiscox, Inc. is incorporated under the laws of the United Kingdom, a foreign jurisdiction, and maintains its principal place of business in London, England. Defendant Hiscox, Inc. provided 100% of the capital to Lloyd’s Syndicate 3624. Accordingly, Hiscox, Inc. is a citizen of the United Kingdom for purposes of diversity jurisdiction.

6. Since Hiscox, Inc. provided 100% of the capital to the sole subscribing Lloyd’s syndicate to Policy No. UNS2516200.11, Defendants Certain Underwriters at Lloyd’s, London Subscribing to Policy No. UNS2516200.11 are also citizens of the United Kingdom for purposes of diversity jurisdiction.

7. Therefore, there is complete diversity of citizenship between the Plaintiff and Defendants.

The Amount in Controversy Exceeds \$75,000

8. Plaintiff's Complaint asserts claims against Defendants for declaratory judgment and breach of contract. (Ex. 1, pp. 6-9). The Complaint simply alleges that the amount of damages is in excess of \$25,000 and further requests recovery of attorneys' fees, costs, and interest. (Ex. 1, ¶ 42, and *ad damnum* clause). Plaintiff asserts that it has incurred substantial costs to repair damage at the Project and seeks indemnity from Defendants for those costs. (Ex. 1, ¶¶ 39-42). In the claims process, Plaintiff has submitted documentation demonstrating that it contends the covered repairs will cost \$965,315.45. (A copy of Plaintiff's claim notification supporting these figures is attached as Exhibit 2).

9. The amount Plaintiff seeks for the claim thus easily exceeds the \$75,000 minimum amount in controversy required for diversity jurisdiction.

10. This Court has original jurisdiction over this action, and this case may be properly removed to this Court pursuant to 28 U.S.C. § 1441(a), in that the captioned matter is a civil action where the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and all properly joined parties are citizens of different states. 28 U.S.C. § 1332(a).

Removal is Proper

11. This action is removable pursuant to 28 U.S.C. § 1441 because it originally could have been brought in this Court.

12. The only previous state court filings are the Complaint and Summons, which, pursuant to 28 U.S.C. § 1446(a), are attached to this Notice of Removal as Exhibit 1.

13. Pursuant to 28 U.S.C. § 1446(d), Defendants will provide notice to Plaintiff through delivery of a copy of this Notice and the state court Notice of Filing of Notice of Removal to Plaintiff's counsel of record and will also provide notice to the Clerk of the Court of Common Pleas, Cuyahoga County, Ohio, through the filing of this Notice and the Notice of Filing of Notice of Removal into the record of the state court action. (The Notice of Filing of Notice of Removal is attached hereto as Exhibit 3).

WHEREFORE, Defendants Hiscox, Inc. and Certain Underwriters at Lloyd's, London, Subscribing to Policy No. UNS2516200.11, pray that this matter be removed from the Court of Common Pleas, Cuyahoga County, Ohio to the United States District Court for the Northern District of Ohio pursuant to 28 U.S.C. §§ 1332 & 1441 *et. seq.* for further proceedings and disposition.

Respectfully submitted,

/S/ Bradley L. Snyder

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PROOF OF SERVICE

A copy of the foregoing was served on October 12, 2017 pursuant to Civ.R. 5(B)(2)(f) by sending it by electronic means to the email address(es) identified below to:

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